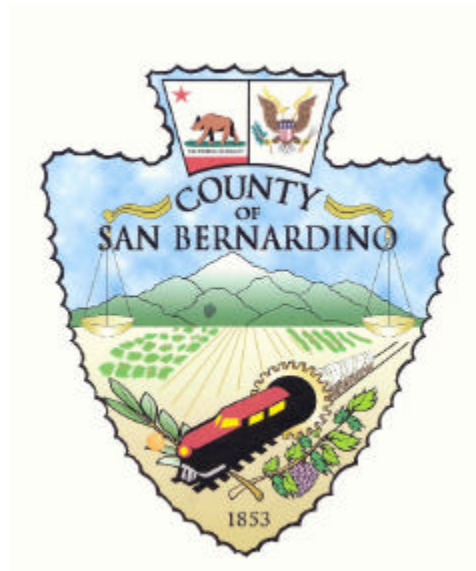


Request for Proposal (RFP)

INSURANCE FOR NON-OWNED FINE ARTS



**County of San Bernardino
Human Resources Department
Risk Management Division
222 West Hospitality Lane, 3rd Floor
San Bernardino, CA 92415-0016**

RFP #RMD 04-17

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Human Resources Department Risk Management Division (County) is seeking proposals from interested and qualified insurance brokers and firms to provide the following insurance coverage for the County of San Bernardino. The contract will be with agencies (Vendors) qualified to provide such services as specified in the Request for Proposals (RFP). This RFP details the specifications and requirements for services requested. Insurance services requested are for Non-Owned Fine Arts.

B. Term of Contract

The insurance policies awarded will be for a three-year period from the date of approval by the County of San Bernardino Board of Supervisors, beginning on or about April 17, 2005, and ending April 17, 2008 unless terminated earlier as provided within the awarded contract.

If contract negotiations for renewals are delayed for reasons beyond control of the Vendor, the contract shall automatically be extended under the same terms and conditions until terminated by written notice by either party or by execution of a new contract.

C. Minimum Proposer Requirements

Proposers must:

1. Have a current license issued by the California Department of Insurance. Provide copy of License.
2. Have 10 (ten) years experience with commercial multi-line insurance policies.
3. Have three years experience working with governmental entities. Provide Agency, Contact name, Address, Phone Number, and dates services were provided.
4. Submit at least three (3) persons or entities that we may contact for a reference. Provide Agency, Contact Name, Address, Phone Number, type of services and dates services where provided. (Attachment H).
5. No prior history of California Department of Insurance corrective action(s).

D. Market Request Submission Deadline

All Market Requests must be received at the address listed in Section I, Paragraph F., no later than **4:00 p.m. (PST) on Thursday, December 16, 2004**. Facsimile or electronically transmitted Market Requests will be accepted. Postmarks will not be accepted in lieu of actual receipt. Late Market Requests will not be considered.

E. Question Submission Deadline

Questions regarding the contents of this RFP must be submitted in writing on or before **4:00 P.M. (PST) on Thursday, January 6, 2005** and directed to the individual listed in Section I, Paragraph F. Answers provided to written questions will be mailed to all proposers and posted to the County website, <http://www.co.san-bernardino.ca.us/rfp/>.

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F. Correspondence

All proposals are to be submitted to:

Risk Manager
County of San Bernardino
Human Resources Department, Risk Management Division
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016
Fax: (909) 386-8948

Contact Donia Brooks, (909) 386-9029 should you have any questions regarding definitions and terminology used in this RFP by **Thursday, January 6, 2005** or via e-mail at dbrooks@hr.sbcounty.gov or jeisel@hr.sbcounty.gov.

Fax number may be used to submit Market Requests and questions only. **Proposals will not be accepted by facsimile or email.**

G. Admonition to Proposers

Once this RFP has been issued, Proposers are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the PROPOSER. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E.

H. Proposal Submission Deadline

All proposals must be received at the address listed in Section I, Paragraph F, no later than 4:00 p.m. on Thursday, March 17, 2005. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROPOSAL TIMELINE

Deadline for submission of Market Requests	Thursday, December 16, 2004, 4:00 p.m., (PST)
Tentative date for mailing Broker of Record Letters	Monday, December 27, 2004
Deadline for submission of questions	Thursday, January 6, 2005, 4:00 p.m., (PST)
Deadline for submission of proposals	Thursday, March 17, 2005, 4:00 p.m. (PST)
Tentative date for mailing Award Letters	April, 2005
Effective date of policy	May 22, 2005

*** END OF THIS SECTION ***

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III. PROPOSAL CONDITIONS

A. Contingencies

This Request for Proposal (RFP) does not commit the COUNTY to purchase insurance. The COUNTY reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the COUNTY determines it is in the best interest of COUNTY to do so. The County will notify all vendors in writing if the County rejects all proposals.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the contract period.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

C. Modifications to the RFP.

The County has the right to issue addenda or amendments, or change the timelines to this RFP.

D. Market Request Submission

To be considered, all prospective Proposers must submit a list of insurance markets they wish to contact for quotes to provide the line of insurance coverage requested. The list of markets must be in order of preference. All markets must be admitted in California with a BEST'S KEY rating of A or better, is a Lloyds of London Companies or London markets. Market Requests must specify the complete Market name, group affiliation, if applicable, designate the page number and rating in the current BEST'S KEY RATING GUIDE, and attach a copy of the page as described in Attachment A, Market Request. **It is the Proposer's responsibility to ensure that its Market Request arrives on or before the specified time.**

E. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that their proposal arrives on or before the specified deadline for submissions.

F. Incurred Costs

This RFP does not commit the County or COUNTY to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

G. Alternate Proposers

The County will consider any and all proposals as long as they are submitted individually. This may include alternate solutions, suggestions or procedures that could be followed or methods of enhanced communications.

H. Negotiations

The COUNTY may require the potential Broker(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

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I. Formal Contract

This is a non-exclusive contract and the County may, if necessary, retain other and/or additional Insurance Services at its sole discretion. The County reserves the right to make one total award, one award for each subject area, or a combination of awards, whichever is in the best interest of the County. Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on **Attachment G – Exceptions to RFP**.

***** END OF THIS SECTION *****

IV. PROGRAM REQUIREMENTS

A. Insurance Coverage Specifications

The County of San Bernardino has self-insured and self-administered its Public Liability Program since 1978. The Board of Supervisors determined that it was prudent to transfer the exposure for the following programs and is requesting proposals for the following:

1) Non-owned Fine Arts Insurance

The following is an outline of the coverage and policy requirements that are the minimum requirements for bids. This information, along with the exposure data and loss experience are provided to assist quoters in developing their quotes.

1) Non-owned Fine Arts Insurance

Description of Operations

This policy provides

Named Insured:

a. County of San Bernardino, Flood Control District, its Board Governed Districts and the San Bernardino County Museum

b. Coverage and limits at a minimum to match or exceed current policy.

- ❖ As a minimum coverage shall include (see attached policy declaration): property coverage including but not limited to paintings, drawings, etchings, photographs, prints, manuscripts, rugs, furniture, statuary, antiques, armor, bronzes, rare books and coins, glassware, marbles, pictures, porcelains, potteries, sculptures and tapestries; cases, frames, glazing, shadow boxes, pedestals, and other display equipment scientific specimens; all other bona fide works of art and objects of rarity, historic value, cultural interest or artistic merit on loan to County.

- ❖ Limits required shall be a minimum of (see attached policy declaration):

\$2,500,000 Non-owned Exhibits per schedule of exhibits (on premises), Direct physical loss including Earthquake and Flood
\$2,500,000 aggregate limit of liability, including defense cost, for any one loss, any one occurrence
\$2,500,000 Earthquake and Earth Movement
\$ 500,000 Any Location and In Transit Worldwide

- ❖ Actual Cash Value for vehicle and equipment per attached schedules

c. Deductibles:

\$10,000 Earthquake and Earth Movement
\$ 500 maximum per occurrence or claim

d. Specimen Policies must be provided.

e. Effective date: May 15, 2005 through May 15, 2008

d. See Underwriting Information, Attachment B.

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B. Bidding Instructions

These Bidding Instructions set forth the coverage specifications, limits and deductibles for insurance. These are the minimum requirements of COUNTY. Quotations must be based on the limits, deductibles set forth in the specifications. Quotes will be evaluated based on the specified minimum limits, deductible requirements, and premium cost.

1. Allocation of Markets

Proposers are required to use only those insurance markets that have been allocated to them by the County. All markets must be admitted in California with a BEST'S KEY rating of A- or better, is a Lloyds of London Companies or London markets. You must declare markets jointly if necessary to meet limit specifications. If utilizing an underwriting manager organization, all companies must meet the rating qualifications.

Please do not contact any market beforehand. You will receive your market assignments via a drawing. The first broker's name drawn will receive their first market choice; the second broker's name drawn will receive their first choice if it is not already taken, etc. Once all broker names have been drawn, all remaining markets will be assigned based upon the same order of the draw until all markets submitted are depleted.

After the draw, each broker will receive a Broker of Record Letter only for his or her assigned markets. All other companies are prohibited from contacting any market that they are not assigned. If contact is made and verified, those brokers without Broker of Record status from the County will be disqualified from submitting proposals. No new markets will be assigned after the draw. Failure to follow these instructions will result in disqualification from bidding and dismissal of your quote. Proposers may not use an additional insurance market after market assignments are made.

2. Premium Determination and Payment

For the purpose of comparing quotes, the County requires all insurance premiums to be quoted on an annual guaranteed cost basis. Dividend plans and non-guaranteed rates are not acceptable. Multi-year flat fixed premiums are desired. All taxes, commissions, licenses and fees are to be included in the proposed premium.

3. Underwriting and Inspections

In considering each quote, the County assumes that the Proposer has investigated and is fully satisfied as to the conditions present or to be expected and as to the requirements of these quote documents and specifications. While the County has made every effort to provide actual information, the County does not guarantee the accuracy or completeness of any information nor that it is current beyond the dates listed on each report.

4. Insurance Policies

The County's current insurance policy declarations pages will be provided with Market Assignments. Proposal must meet current specifications listed in Section IV, Paragraph A., at a minimum. See Underwriting Information, Attachment B.

5. Insurance Agent/Broker

COUNTY intends that its Agent/Broker(s) be compensated solely by commissions on all insurance policies and bonds placed. Proposers must include, with their bids:

- a. The basis on which their remuneration will be determined

- b. Commissions they will earn from placing a coverage, and
- c. Any other compensation (including insurer overrides and commission splits from wholesalers and intermediaries) they will earn from placing COUNTY's coverage(s).

Note: All quotes must include all commissions, taxes and fees. No negotiation of the proposal amount or agent/Broker's fees will be allowed after submittal of the quote, unless requested by the COUNTY.

6. Quote Specifications

All specification requirements shall be considered as having been complied by the Proposers, unless specifically indicated otherwise by the Proposers in the written quote. If the insurance terms provided by the successful Proposer are discovered to be less than required in the specifications or in the Proposer's quote, the Proposer agrees to comply promptly at no additional charge to the COUNTY and honor the quote.

7. Insurer Requirements

Insurance companies proposed must be acceptable to the County and be admitted in California with A- or better rating or is a Lloyds of London Companies or London markets. All insurance companies proposed for coverage must be identified in the quote, and their level and degree of participation in any coverage must be totally disclosed.

8. Claims Administration

An explanation should be included for each policy as to how claims will be handled and whether the program is fully insured or subject to a deductible or self-insured retention. The explanation should include a statement on who will have the:

- a. Responsibility for claims administration
- b. Authority for settling claims within the deductible/retained limit, and,
- c. How adjustment and defense expenses for claims will be treated.

C. Performance Standards

Basic performance should adhere to the rules of professional insurance brokers and insurance commission regulations.

D. Definitions

- 1. Broker – For purposes of this RFP, Broker is any prospective Proposer.
- 2. Broker of Record Letter – Letter to Brokers who submitted a Market Request designating which insurance companies they are authorized to contact for quotes.
- 3. Contract – For purposes of this RFP, Contract refers to an insurance policy purchased as a result of this procurement.
- 4. Contractor – For purposes of this RFP, Contractor refers to the Broker who is awarded an insurance policy as a result of this procurement.
- 5. Market Request – Written request from prospective Proposer listing in order of preference the insurance companies they wish to contact for quotes to provide the lines of insurance coverage requested.
- 6. Proposer – Any Broker who submits a formal proposal to provide any one or more of the lines of

insurance coverage requested.

7. Quote – Brokers' cost to provide any one of the lines of insurance coverage requested. Each line of insurance coverage must be quoted separately.
8. Request for Proposal (RFP) – The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.

Note: Broker, Proposer, and Contractor may be interchangeable for purposes of this RFP. Contract, Agreement, and Policy may be interchangeable for purposes of this RFP.

***** END OF THIS SECTION *****

V. CONTRACT REQUIREMENTS

A. General

1. Representation of County

In the performance of the contract, vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of COUNTY.

2. Contractor's Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary point of contact without written notification and acceptance of the County. Contractor will also designate a back-up point of contact in the event the Primary contact is not available.

3. Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting

Contractor agrees not to enter into any subcontracting contracts for work contemplated under the contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontracting.

5. Contract Assignability

Without the prior written consent of the County, the contract is not assignable by Contractor either in whole or in part.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers or provisions of the contract shall be valid only when reduced to writing, duly signed and attached to the original contract and approved by the required persons.

7. Termination for Convenience

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this contract. If such termination is effected, an equitable adjustment in the price

provided for in this contract shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.

8. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and Attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and Attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B., Indemnification.

9. Venue

The venue of any action or claim brought by any party to this contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

10. Jury Trial Waiver

Contractor and County hereby waive their respective rights by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against County or County against Contractor on any matter arising out of, or in any way connected with this contract, the relationship of Contractor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

11. Licenses and Permits

Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this contract.

12. Labor Laws

Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices' minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The contractor shall forfeit to the county penalties prescribed in the Labor Code for violations.

13. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this contract, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

14. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Contractor, or officer, or employee of the Contractor.

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15. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Employment of Former County Officials

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

17. Inaccuracies or Misrepresentations

If in the administration of a contract, the County determines that Contractor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process; the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy ((Procurement of Recycled Products 11-10SP), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practical. Vendors are required to submit their responses on recycled paper.

19. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) business days, upon written notification to the vendor. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the

vendor shall be barred from all future solicitations for a period of at least six (6) months.

20. Invoices

Vendor will provide invoices once a year to COUNTY within 30 days of effective date of approved policy and within 30 days following annual renewal of policy for a three-year period.

21. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by the Contractor pursuant to this contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this contract, subject to the requirements of Section V, A, 7 (Termination for Convenience). Unless otherwise directed by the County, Contractor may retain copies of such items.

22. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this contract or Contractor's relationship with County may be made or used without prior written approval of the County.

23. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigation firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

24. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

25. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. Contractor shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor and contractor's employees and agents engaged in the performance of this contract.

26. Contract Compliance

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12318, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Director of the County OF San Bernardino at (909) 948-6602.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omissions Liability Insurance – Combined single limits of \$5,000,000.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The Contractor shall require the carriers of the above required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

The Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this contract, the Vendor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the contract or until all pending County, State and Federal audits are completed, whichever is later.

3. Assistance By Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the contractor.

*** * * END OF THIS SECTION * * ***

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VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit Market Requests to qualify for submitting a proposal for consideration. Proposals will only be accepted from Proposers who submit a Market Request by the deadline in Section I, Paragraph D. Proposers can only submit proposals from their assigned markets as specified in their Broker of Record Letters. If proposals are being submitted for more than one line of coverage, separate quotes must be submitted for each line. The lines of coverage being quoted must be clearly specified on the cover page of each proposal and clearly marked on the Proposal Checklist, Attachment C.

Submission of a proposal indicates that the proposer has read and understands this entire RFP, to include all attachments and addendum (as applicable), and all concerns regarding this RFP have been satisfied.

2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph F - Correspondence. This paragraph letter and title does not match those in Section I.**
5. All proposals and materials submitted become the property of COUNTY.

B. Proposal Presentation

1. An original, which may be bound, and two (2) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, COUNTY may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – Request for Proposals for Insurance Services, RMD RFP 04-17.
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. Proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline.
5. Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays observed.

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C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package that must be submitted, in the following sequence and format:

1. Proposal Checklist, Attachment C
2. Cover Page - Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal, which must include the following information:
 - a. A statement that the proposal is submitted in response to the Request for Proposals for Insurance Services, RFP RMD 04-17.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
3. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
4. Statement of Certification - Include the following in this section of the proposal:
 - a. A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.
 - b. A statement the Insurance Broker firm presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the contract. No person having such interest shall be employed by or associated with consultant during the term of this contract.
 - c. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
 - d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the COUNTY to pursue any remedy by law.
 - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - h. A statement that the prospective Contractor, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.
5. Proposal Description - A detailed description of the proposal being made.
 - a. Proposal should address, but not be limited to, all items in Section IV, Paragraph A, Insurance

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Coverage Specifications, and Section IV, Paragraph B – Bidding Instructions.

- b. Proposal should include the following:
 - 1) Brief synopsis of the Proposer's understanding of COUNTY's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
 - 2) Narrative description of the proposed plan to achieve the program objective and requirements.
 - 3) Detailed plan of activities.
 - 4) Explanation on how the Proposer will meet any Program Considerations as required.
6. Statement of Experience - Include the following in this section of the proposal:
 - a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
 - b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
 - c. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required
 - d. Experience of principal individuals of the prospective Contractor's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work
 - e. Controlling interest in any other firms providing equivalent or similar services. If none, so state none.
 - f. Pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state none.
 - g. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - h. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
7. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
8. Cost Statement – For the purpose of comparing quotes, the County requires all insurance premiums be quoted on an annual guaranteed cost basis. Dividend plans and non-guaranteed rates are not acceptable. Multi-year flat fixed premiums are desired. All taxes, commissions, licenses and fees are to be included in the proposed premium.

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the Proposer(s) to deliver the Court Reporter Services as described in this RFP.

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Proposers identified as “finalists” may be asked to submit samples of previous work. Evaluation of the finalists’ proposals may include the quality of requested work samples, results of references, and an oral presentation before an Evaluation panel. The Human Resources Department Risk Manager in coordination with the Evaluation Committee will make the final decision(s) as to which proposal(s) will be recommended to the Board of Supervisors for contractual consideration.

B. Evaluation Criteria

1. Initial Review

All proposals will be initially evaluated to determine if they meet all requirements as outlined in Section I, Paragraph C, of this RFP.

Failure to meet all listed requirements may result in a proposal being rejected as non- responsive. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

Although cost is an important consideration, the COUNTY reserves the right to award a contract to the Broker(s) providing pricing and services which best serve the COUNTY’s needs and interests.

3. Evaluation

Proposals passing the Initial Evaluation phase shall have their submitted proposals evaluated based on the following criteria (not necessarily in order of importance):

- a. Breadth of Coverage
- b. Financial Integrity
- c. Claims Administration
- d. Quotes submitted for insurance services. Final costs will be negotiated with the selected firm(s).

4. Oral Presentation

The most competitive proposers may be invited to make an oral presentation.

5. Final Selection

Final selection will be based on determining which proposal or proposals best meets the needs of the County, addressing the requirements of the RFP and cost.

C. Contract Award

1. Contract(s) will be awarded based on a competitive selection of proposals received.
2. All or parts of the contents of the proposal(s) of the successful Proposer(s) will become contractual obligations and failure to accept these obligations in a contract may result in cancellation of the award.
3. Award of contract(s) may or may not be on an all or nothing basis. The County reserves the option

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to make award(s) as it deems to be in the best interest of the County.

4. The County may award the contract based on offers received without discussion of such offers. Accordingly, each proposal should be submitted in the most favorable terms of price and conditions which the Contactor can offer to the County.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Human Resources, within ten (10) days of notification of non-selection.

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Human Resources. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Elizabeth Sanchez, Director
County of San Bernardino
Human Resources Department
Risk Management Division
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016

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Attachment A

MARKET REQUEST
(Please include cover letter with authorized signature)

Broker's Company Name: _____

Broker's Contact Person: _____

Broker's Address:
(Street address for UPS
or Fed Ex) _____

Phone Number: _____

Fax Number: _____

E-mail address: _____

County of San Bernardino
Human Resources Risk Management Division
Request for Proposal for
Insurance Services
for the County of San Bernardino
RFP RMD 04-17

Market Requests submitted in response to RFP for Insurance Services for the County of San Bernardino must be delivered to the following address no later than **4:00 p.m. (PST), Thursday, December 16, 2004.** . Facsimile or electronically transmitted Market Requests will be accepted. **Postmarks will not be accepted in lieu of actual receipt. Late Market Requests will not be considered.**

County of San Bernardino
Human Resources Department
Risk Management Division
ATTN: RFP RMD 04-17
222 WEST HOSPITALITY LANE, THIRD FLOOR
San Bernardino, CA 92415-0016

The following markets are requested, in order of preference, for the following lines of insurance coverage. Copy of current BEST'S KEY RATING GUIDE page must be attached for each market.

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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1. Market Requests for Non-Owned Fine Arts Insurance

Full Name of Insurance Company (list in order of preference)	Group Affiliation, if applicable	Rating in current BEST'S KEY RATING GUIDE	Page # in current BEST'S KEY RATING GUIDE (copies attached)
1			
2			
3			
4			
5			

2.

Full Name of Insurance Company (list in order of preference)	Group Affiliation, if applicable	Rating in current BEST'S KEY RATING GUIDE	Page # in current BEST'S KEY RATING GUIDE (copies attached)
1			
2			
3			
4			
5			

Attach additional pages, if necessary. Include cover letter with authorized signature.

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Attachment B

UNDERWRITING INFORMATION
Exposure Data

EXPOSURE DATA

1. Non-Owned Fine Arts - To be provided with Market Assignments
 - a. Loss Experience
 - b. Current Insurance Policy
 - c. Schedule of Non-Owned Arts and Exhibits

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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Attachment C

Broker's Company Name: _____

**County of San Bernardino
Human Resources Department
Risk Management Division
Request for Proposal for Insurance Services
for the County of San Bernardino
RFP**

PROPOSAL CHECKLIST

Proposals submitted in response to RFP for Insurance Services for the County of San Bernardino must be delivered to the following address no later than **4:00 p.m. (PST), Thursday, March 24, 2005.**

County of San Bernardino
Human Resources Department
Risk Management Division
Risk Manager
ATTN: RFP #04-17
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016

One original and one unbound copies of the written proposal are required. Each proposal must include the following items:

IMPORTANT: Proposals must include a statement identifying which lines of insurance coverage are being proposed. If Proposer is submitting quotes for more than one line of coverage, separate quotes must be submitted for each line of coverage.

1. ☐ Attachment C – Mark (X) beside line of coverage being quoted.
☐ Non-Owned Fine Arts Insurance
2. ☐ Cover Page
3. ☐ Table of Contents
4. ☐ Statement of Certification – Attachment E
5. ☐ Proposal Description
6. ☐ Statement of Experience
7. ☐ Insurance
8. ☐ Cost Statement
9. ☐ Minimum Proposer Requirements – Attachment F
10. ☐ Exceptions Attachment G
11. ☐ References – Attachment H

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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ATTACHMENT D-COVER PAGE

PROPOSAL FOR NON-OWNED FINE ARTS INSURANCE

PROPOSER'S NAME (name of firm, entity or organization): <hr/> <hr/> <hr/>	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: <hr/>	
NAME AND TITLE OF VENDOR'S CONTACT PERSON: <hr/>	
MAILING ADDRESS: Street Address: <hr/> City, State, Zip: <hr/>	
TELEPHONE NUMBER: <hr/>	
FAX NUMBER: <hr/>	
EMAIL ADDRESS: <hr/>	
PROPOSER'S ORGANIZATIONAL STRUCTURE <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): <hr/> <hr/>	
If Corporation, Date Incorporated: <hr/> State Incorporated: <hr/>	
States Registered in as foreign corporation: <hr/>	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS: <hr/> <hr/>	
PROPOSER'S AUTHORIZED SIGNATURE: The undersigned hereby certifies that this proposal is submitted in response to this solicitation.	
SIGNED: <hr/>	
DATE: <hr/>	
PRINT NAME: <hr/>	
TITLE: <hr/>	

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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**ATTACHMENT E
STATEMENT OF CERTIFICATION**

The following statements are incorporated as part of our proposal in response to County of San Bernardino RFP for Non-Owned Fine Arts Insurance.

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
1.	A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.		
2.	A statement the Insurance Broker firm presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the contract. No person having such interest shall be employed by or associated with consultant during the term of this contract.		
3.	A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
4.	A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
5.	A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the COUNTY to pursue any remedy by law.		
6	A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.		
7	A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
8	A statement that the prospective Contractor, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.		

Signature

Date

Print name

Company

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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**ATTACHMENT F
MINIMUM PROPOSER REQUIREMENTS**

The following requirements apply to all prospective vendors:

	Requirement	Agree (initial)	Disagree with qualification (initial and attach explanation
1.	Have a current license issued by the California Department of Insurance. Provide copy of License.		
2.	Have 10 (ten) years experience with commercial multi-line insurance policies		
3	Have three years experience working with governmental entities. Provide Agency Name, and Contract types and dates services were provided .		
4	Submit at least three (3) persons or entities that we may contact for a reference. Provide Agency, Contact Name, Address, Phone Number, and dates services where provided.		
5	Have no prior history of California Department of Insurance corrective action(s).		

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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ATTACHMENT G– EXCEPTIONS TO RFP

**COUNTY OF SAN BERNARDINO
HUMAN RESOURCES DEPARTMENT RISK MANAGEMENT DIVISION
SERVICES**

PROPOSER NAME _____

ADDRESS _____

Telephone# (____) _____ Fax # (____) _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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ATTACHMENT H – REFERENCES

Agency	Contact Name	Phone Number	Types / Dates Services Provided (from/thru)	Address

Request for Proposal For Non-Owned Fine Arts Insurance	County of San Bernardino Human Resources Department Risk Management Division RFP RMD 04-17
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ATTACHMENT I

CALENDAR OF EVENTS

Deadline for submission of Market Requests	Thursday, December 16, 2004, 4:00 p.m., (PST)
Tentative date for mailing Broker of Record Letters	Thursday, December 27, 2004
Deadline for submission of questions	Thursday, January 6, 2005, 4:00 p.m., (PST)
Deadline for submission of proposals	Thursday, March 17, 2005, 4:00 p.m. (PST)
Tentative date for mailing Award Letters	April, 2005
Effective date of policy	May 22, 2005